

Ordinance No. 122019

Council Bill No. 115462

AN ORDINANCE relating to Seattle Public Utilities; authorizing Seattle Public Utilities to execute a lease agreement with Georgetown L.L.C. for the property known as 5821 First Avenue South, Seattle, Washington.

CF No. _____

Date Introduced:	DEC 5 - 2005	
Date 1st Referred:	DEC 5 - 2005	To: (committee) Utilities & Technology
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage:	Full Council Vote:	
1-17-06	8-0	
Date Presented to Mayor:	Date Approved:	
1-17-06	1/23/06	
Date Returned to City Clerk:	Date Published:	T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
1/24/06	2/8/06	
Date Vetoed by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

The City of Seattle - Legislative Department
Council Bill/Ordinance sponsored by:

Committee A

JC: Yes NC: Yes

1-17-06 Passed 8-0

This file is complete and ready for presentation to Full Council

LAW DEPARTMENT

Law Dept. Review

OMP
Review

City Clerk
Review

me
↓

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by:

[Signature]
Councilmember

Committee Action:

JC: Yes NC: Yes

1-17-06 Passed 8-0

ilities & Technology

This file is complete and ready for presentation to Full Council.

Committee:

(initial/date)

1/3/06

T.O. ☒
F.T. ☐

ed:

LAW DEPARTMENT

Law Dept. Review

OMP
Review

[Signature]
City Clerk
Review

[Signature]
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ORDINANCE 122019

AN ORDINANCE relating to Seattle Public Utilities; authorizing Seattle Public Utilities to execute a lease agreement with Georgetown L.L.C. for the property known as 5821 First Avenue South, Seattle, Washington.

WHEREAS, Seattle Public Utilities is temporarily using City property on S. Myrtle Street east of Fire Station No. 27 for processing the spoils resulting from its operations; and

WHEREAS, the property currently used needs to be available for staging of the fire station retrofit and remodel; and

WHEREAS, Seattle Public Utilities evaluated several properties in the vicinity of its Operational Control Center for use as its spoils yard; and

WHEREAS, Seattle Public Utilities determined that no other privately or City owned property was available that meets the operational requirements of a spoils yard in the south end; and

WHEREAS, Seattle Public Utilities will conduct a comprehensive analysis of its longer term operational property and facilities needs, including those of a permanent spoils yard, and

WHEREAS, the proposed lease agreement carries a term of seven years, and Seattle Municipal Code 3.18.160 requires City Council approval for entry into any lease with a term in excess of five years; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Seattle Public Utilities Director and recommended by the Mayor, said Director, or his or her designee, is hereby authorized to execute, for and on behalf of the City of Seattle, a lease agreement with Georgetown L.L.C., substantially in the form of Attachment 1 attached hereto, and providing for occupancy by the City of Seattle the real property commonly known as 5821 First Avenue South, Seattle, Washington.

Section 2. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.



Section 3. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 17th day of January, 2006, and signed by me in open session in authentication of its passage this 17th day of January, 2006.

Jan Drago
President of the City Council

Approved by me this 23rd day of January, 2006.

Gregory J. Nickels
Gregory J. Nickels, Mayor

Filed by me this 24th day of January, 2006.

Judith E. Pappin
City Clerk

(Seal)

Attachment 1: Lease between Georgetown L.L.C. and the City of Seattle, acting through and by Seattle Public Utilities





City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

November 22, 2005

Honorable Jan Drago
President
Seattle City Council
City Hall, 2nd Floor

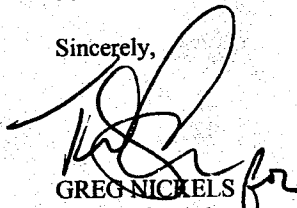
Dear Council President Drago:

I am pleased to transmit the attached proposed ordinance that authorizes Seattle Public Utilities to execute a seven-year lease agreement with Georgetown L.L.C. for the property known as 5821 First Avenue South, Seattle, Washington. The Seattle Municipal Code requires City Council approval of all leases with terms that exceed five years.

Seattle Public Utilities is temporarily using City-owned property on S. Myrtle Street, east of Fire Station 27, for processing the spoils resulting from its water system operations. The property on S. Myrtle Street is not suitable for long-term spoils operations and will be needed for staging Fire Station 27's retrofit and remodel. Seattle Public Utilities has evaluated several properties near its Operational Control Center for spoils yard use and has identified the property at 5821 First Avenue as well suited for this purpose. As reflected in the fiscal note that accompanies this Bill, Seattle Public Utilities intends to seek additional appropriation authority in 2006 to fund the lead payments for the property.

The lease of this property will allow Seattle Public Utilities to establish a long-term, safe, and operationally efficient location for its south end spoils yard operations. Thank you for your consideration of this legislation. Should you have questions, please contact Audrey Hansen at 684-5877.

Sincerely,



GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

600 Fourth Avenue, 7th Floor, P.O. Box 94749, Seattle, WA 98124-4749

Tel: (206) 684-4000, TDD: (206) 684-8811 Fax: (206) 684-5360, Email: mayors.office@seattle.gov

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ATTACHMENT 1

LEASE AGREEMENT
PART A - SIGNATURE FORM

1. PARTIES Georgetown LLC, a Washington State limited liability corporation (the "Lessor") and the City of Seattle, a municipal corporation of the State of Washington acting through and by Seattle Public Utilities as Lessee, (the "City")
2. PREMISES The Lessor hereby leases to the City, and the City hereby leases from the Lessor, certain real property commonly known as 5821 First Avenue South in Seattle, King County, Washington as further described in Exhibit B, consisting of approximately 53,000 square feet of land (the "Premises"). The Premises are shown and outlined in yellow in the plan attached hereto as Exhibit A.
3. PURPOSES Premises shall be used as storage of receiving, storing, shipping of any materials used in or excavated from construction sites and any equipment used in a construction project and any lawful use, as the City shall determine.
4. TERM The term of this lease shall commence on the first day of the first month that is at least 30 days after an authorizing ordinance is approved by City Council and signed by the Mayor, and shall expire after 84 months from commencement. The City may terminate this lease on or after 60 months from commencement by giving Lessor at least 30 days prior notice of termination and paying an additional three (3) months' base rent.
5. RENT In consideration of this lease and the Lessor's performance of all covenants and agreements contained herein, the City shall pay to the Lessor monthly base in the amount of Fifteen Thousand Dollars (\$15,000.00), commencing on the first day of the lease term. The monthly base rent shall increase on the third anniversary of the lease term and, thereafter, on every second anniversary of the lease term by the Consumer Price Index for All Urban Consumers for the Seattle-Tacoma area.
6. UTILITIES, INSURANCE AND TAXES Notwithstanding the provisions of Part B, Section 3 hereof, the City shall pay directly to the service provider for the following utility services: all gas, heat, trash removal, light, power, telephone used on or from the Premises during the lease term. Lessor shall provide at its cost water, electricity and gas service connections into the Premises. Commencing on the first day of the lease term, the City shall pay to Lessor \$165.00 per month for property insurance for the Premises. Such amount may be changed annually to reflect changes in the premium charged to Lessor. The City shall pay to Lessor \$938.51 per month for property tax and assessments imposed on the Premises. Such amount may be changed annually to reflect changes in the amount of property tax and assessments for the Premises.
7. AGREEMENT This lease consists of this Part A - Signature Form plus Part B - General

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ATTACHMENT 1

herein, and embodies the entire agreement of the parties hereto. There are no other understandings or agreements, written or oral, between the parties relating to the subject matter hereof.

8.
EFFECTUATION
OF AGREEMENT

In order to be effective, this lease must be (1) signed by an authorized representative of the Lessor and returned to the City at the address set forth below and (2) signed by the City's Director of Seattle Public Utilities and (3) authorized by City ordinance.

IN WITNESS WHEREOF, the parties hereto have affixed their signature below:

LESSEE, THE CITY OF SEATTLE

By _____

— Chuck Clarke
Director, Seattle Public Utilities

Authorizing Ordinance: _____

City's address for all communications:

SPU Real Property Services
P. O. Box 34018
Seattle, WA 98124

LESSOR,

Georgetown LLC.

By _____

— (Signature)

Michael C. Slattery

— Michael C Slattery

(Print or Type Title)

Lessor's address for all communications:

Mike Slattery
Georgetown LLC
P. O. Box 70583
Seattle, WA 98127

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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Chuck Clarke is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Director of Seattle Public Utilities of the City of Seattle to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Notary Signature)

(Print Name)

NOTARY PUBLIC in and for the State
of Washington, residing at Seattle.
My appointment expires _____.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Michael C. Slotman is the individual who appeared before me, and said individual acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the principal of the Georgetown LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



ATTACHMENT 1

Dated: 11/3/05

Laura A Kink
(Notary Signature)

Laura A Kink
(Print Name)



NOTARY PUBLIC in and for the State
of Washington, residing at Shoreline

My appointment expires 8/30/09

**LEASE AGREEMENT
PART B - GENERAL TERMS AND CONDITIONS**

1. **POSSESSION.** In the event of the inability of the Lessor to deliver possession of the Premises, or any portion thereof, at the time of the commencement of the term of this lease, the City, at its option may elect to retain the lease and insist upon possession or to cancel this lease as a result of the Lessor's failure to deliver possession. In the event the City elects to cancel, the Lessor shall be liable for incremental costs and other damages incurred by the City in acquiring comparable property. In the event the City elects to retain the lease, the City shall not be liable for any rent or other expense related to the Premises until such time as the Lessor can deliver possession. In the event that, by mutual agreement, the City takes possession of the Premises, or any part thereof, prior to the commencement of the specified term of this lease, the City shall pay as rent for that additional period that percentage of the monthly rent payable under Part A hereof, prorated on a daily basis, that is equivalent to the percentage of the floor area of the Premises actually occupied by the City during said period.
2. **ACCESS.** The City shall allow the Lessor or the Lessor's agent free access at all reasonable times to said Premises to inspect, clean, or make repairs, additions or alterations to the Premises or any connected property owned by or under the control of the Lessor. This provision shall not be construed as an agreement on the part of the Lessor to make such repairs, additions or alterations or a waiver of the City's right of quiet enjoyment. All such work by the Lessor shall be undertaken in a way so as to minimize interference with the City's use of the Premises.
3. **UTILITIES AND OTHER SERVICES.** Unless otherwise specified in Part A, hereof, the Lessor, at the Lessor's sole expense, shall provide or shall otherwise pay for, when due, all costs for providing all utilities and other services on or to the Premises including but not limited to elevator service, electricity, gas, water, sewer, garbage, heating and cooling or air conditioning, janitorial, and security. The City shall pay all charges for utility installations and modifications thereto occasioned by the City's requirements.
4. **CARE OF PREMISES.** The Premises shall at all times be kept and used in accordance with the laws of the State of Washington and ordinances of The City of Seattle, and in



ATTACHMENT 1

accordance with all duly authorized directions, rules, and regulations of the Health Officer, Fire Marshall or other proper officer of The City of Seattle; and the City will not permit any waste, damage or injury to the Premises, use or permit in said Premises anything that will increase the rate of fire insurance thereon, maintain anything that may be dangerous to life or limb, permit any objectionable noise or odor to escape or to be emitted from said Premises, or permit anything to be done upon said Premises that in any way will tend to create a nuisance.

5. MAINTENANCE - REPAIRS. The Premises have been inspected by both parties and are accepted by the City in their existing condition as of the commencement date of this lease, without reservation except for latent defects or faulty construction of the Premises not discoverable by inspection at the time of taking possession. Except as otherwise provided for herein, the Lessor, at its sole expense, shall keep and preserve the Premises in good repair, including but not limited to all structural and non-structural parts thereof, elevators, plumbing, heating, cooling, and electrical, gas and other utility systems; and other equipment and appurtenances of the Premises and the structure of which the Premises form a part.

6. DAMAGE OR DESTRUCTION. In the event the Premises are damaged by fire, earthquake, act of war, or other extraordinary casualty to such an extent as to render the same untenantable in whole or in a substantial part thereof, or are destroyed, it shall be optional with the Lessor to repair or rebuild the same, and after the happening of any such event, the City shall give the Lessor or the Lessor's agent written notice thereof within forty-eight (48) hours of such occurrence. The Lessor shall have not more than ten (10) days after the date of such notification to notify the City in writing of the Lessor's intentions to repair or rebuild said Premises; and if the Lessor elects to repair or rebuild said Premises, the Lessor shall prosecute the work of such repairing or rebuilding without unnecessary delay. During any period in which the Premises are rendered unfit for occupancy because of any such casualty, the rent of said Premises shall be abated in the same ratio that the portion of the Premises rendered for the time being unfit for occupancy bears to the whole of the Premises. In the event the building in which the Premises are located is destroyed or is damaged (even though the Premises hereby leased is not damaged thereby) to such an extent that, in the opinion of the Lessor, it is not practicable to repair or rebuild, then the Lessor may, at its option, terminate the lease by providing written notice thereof to the City within thirty (30) days after such damage or destruction has been determined to be irreparable.

7. COMPLIANCE WITH LAW

(a) **General Requirement.** The Lessor shall perform and comply with all applicable laws of the United States and the State of Washington; the Charter and ordinances of The City of Seattle; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof.

(b) **Licenses and Similar Authorizations.** The Lessor and/or the City, when applicable, shall secure and maintain in full force and effect during the term of this Agreement, all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.

(c) **Taxes.** The Lessor shall pay, before delinquency, all taxes, levies and assessments on the Premises.

(d) **Nondiscrimination and Affirmative Action.** The Lessor shall comply with all Federal, State and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, political ideology, sex, sexual orientation, marital status, or the presence of any sensory, mental or physical handicap.



ATTACHMENT 1

(e) Compliance with Seattle's "Fair Contracting Practices Ordinance" Required: Each party is required to comply with the Fair Contracting Practices Ordinance of The City of Seattle (Ordinance 119601), as amended. Conduct made unlawful by that ordinance constitutes a breach of contract. Engaging in an unfair contracting practice may also result in the imposition of a civil fine or forfeiture under the Seattle Criminal Code as well as various civil remedies.

8. INDEMNIFICATION. The Lessor shall indemnify and hold City harmless from all claims for accident or injury caused to persons or property by the fault or neglect of the Lessor or any of its employees or agents; or occurring in, on, or about any portion of the Premises; or caused by any fault or defect inherent in the Premises or any defect in or malfunction thereof not discernable by reasonable inspection. The City will indemnify and hold the Lessor harmless from all claims for accident or injury caused to persons or property by the fault or neglect of the City or any of its employees or agents, to the extent of the fault or neglect of the City and occurring in, on or about any portion of the Premises. All personal property of the City on said Premises shall be at the risk of and the responsibility of the City.

9. SIGNS. The City may place identification signs upon the Premises, subject to the prior approval of the Lessor; and permission to place such signs shall not be unreasonably withheld by the Lessor. The Lessor shall have the right to place and maintain "For Rent" signs in a conspicuous place on said Premises and to show the Premises to prospective tenants for thirty (30) days prior to the expiration of this lease.

10. ALTERATIONS, ADDITIONS AND IMPROVEMENTS.

(a) The City shall not make or cause to be made any alteration, addition or improvement to said Premises without first obtaining the written consent of the Lessor for such work; provided, that Lessor hereby consents to the installation of lighting and fencing. Any alteration, addition or improvement that is made solely for the convenience of the City or any of its employees or agents, or of the program to be conducted on the Premises shall be at the sole cost and expense of the City or the program being conducted on the Premises except for an alteration, addition or improvement occasioned by inherent damage or a latent defect in the Premises or of the structure in which the Premises are located, the cost of which alteration, addition or improvement shall be as agreed upon by the City and the Lessor.

(b) The Lessor shall pay the cost of all alterations, additions, and improvements initiated for the Lessor's convenience, and save the City free and harmless from damage, loss or expense arising out of said alterations performed by the Lessor or on its behalf.

(c) If any of the alterations, additions and improvements as installed by the City may be removed without disturbance, molestation, or injury to the Premises, the City at its option, may remove or cause to be removed said improvements at the City's own expense or may surrender the same with the Premises to remain as a part thereof and to become the property of the Lessor upon the expiration or termination of this lease. In the event said improvements are surrendered, the Lessor and the City shall agree as to their value, and if they constitute a benefit to the Premises, compensation in the agreed amount therefor shall be made to the City within fifteen (15) days of said surrender. If the City and the Lessor cannot agree upon compensation for said benefit to the Premises, the City shall remove said alteration, addition and improvement, exercising due caution and care to minimize damage to the Premises. The Lessor shall accept responsibility for the minimal repair resulting from said improvement removal.

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11. TERMINATION.

(a) Notwithstanding any other provision herein, in the event that either party to this lease defaults in the performance of any of the terms, provisions, covenants and agreements to be kept, observed and performed as provided in the following sections:

Part A – TERM
RENT

Part B – §3 UTILITIES AND OTHER SERVICES
§4 CARE OF PREMISES
§5 MAINTENANCE-REPAIRS

and such default is not corrected within thirty (30) days after the receipt of written notice thereof from the other party, then the non-breaching party may, at its option, immediately terminate this lease, without notice or other proceedings, and in such event the Lessor may also re-enter and take possession of the Premises. Damages may be claimed for a default in the performance of the other lease obligations, but such default shall not be cause for termination of this lease unless such default is repeated upon three or more occasions and a notice to comply is provided after each such instance.

12. SURRENDER OF PREMISES. Upon the expiration or termination of this lease, including any extensions thereof, whichever is earlier, the City shall quit and surrender said Premises and all keys thereto, without notice and in as good condition as received at the commencement of the term hereof except for ordinary wear and tear; damage or destruction by fire or other casualty or circumstances uncontrollable by the City; property damaged, removed, or destroyed by the Lessor or its agents; latent defects or faulty construction of the structure of which the Premises comprise a part, not discoverable by inspection at the time of taking possession; and alterations, additions or improvements made to the Premises by the City.

[placeholder pending review of Lessor's environmental assessment]

13. ADJUDICATION. This lease shall be construed under all of the applicable laws, statutes, ordinances, rules and regulations of the United States of America, the State of Washington, and The City of Seattle. In the case of a dispute between the parties, jurisdiction over such dispute shall be with the Superior Court of King County, Washington.

14. NOTICES. All notices to be given by either of the parties hereto to the other party, including but not limited to invoices, shall be in writing and may either be delivered personally or may be deposited in the United States Mail, postage prepaid, as either certified or regular mail, addressed as specified in Part A hereof or to such other respective addresses as either party may from time to time designate in writing.

15. RELATIONSHIP. In no event shall the City be construed or held to have become in any way or for any purpose a partner, associate, or joint venturer of the Lessor or any party associated with the Lessor in the conduct of the Lessor's business or otherwise. This lease does not constitute the Lessor as the agent or legal representative of the City for any purpose whatsoever.

16. AMENDMENTS. The parties hereto expressly reserve the right to renegotiate any and all of the provisions hereof from time to time as may be necessary and to amend this lease



ATTACHMENT 1

accordingly; Provided, however, that no alteration or modification of the terms or conditions hereof shall be valid and binding unless made in writing and signed by the authorized representative of the parties hereto.

17. **NO WAIVER OF DEFAULT.** The City does not waive full compliance with the terms and conditions of this lease by the payment of rent. No waiver of default by either party of any of the terms, covenants, and conditions hereof to be performed, kept and observed by the other party shall be construed as, or operated as, a waiver of any subsequent default or of any of the terms, covenants, and conditions herein contained, to be performed, kept and observed by the other party.

18. **BINDING EFFECT.** This lease shall be binding upon the heirs, successors, assigns, and all other parties legally empowered with signatory rights of any or all of the parties hereto.

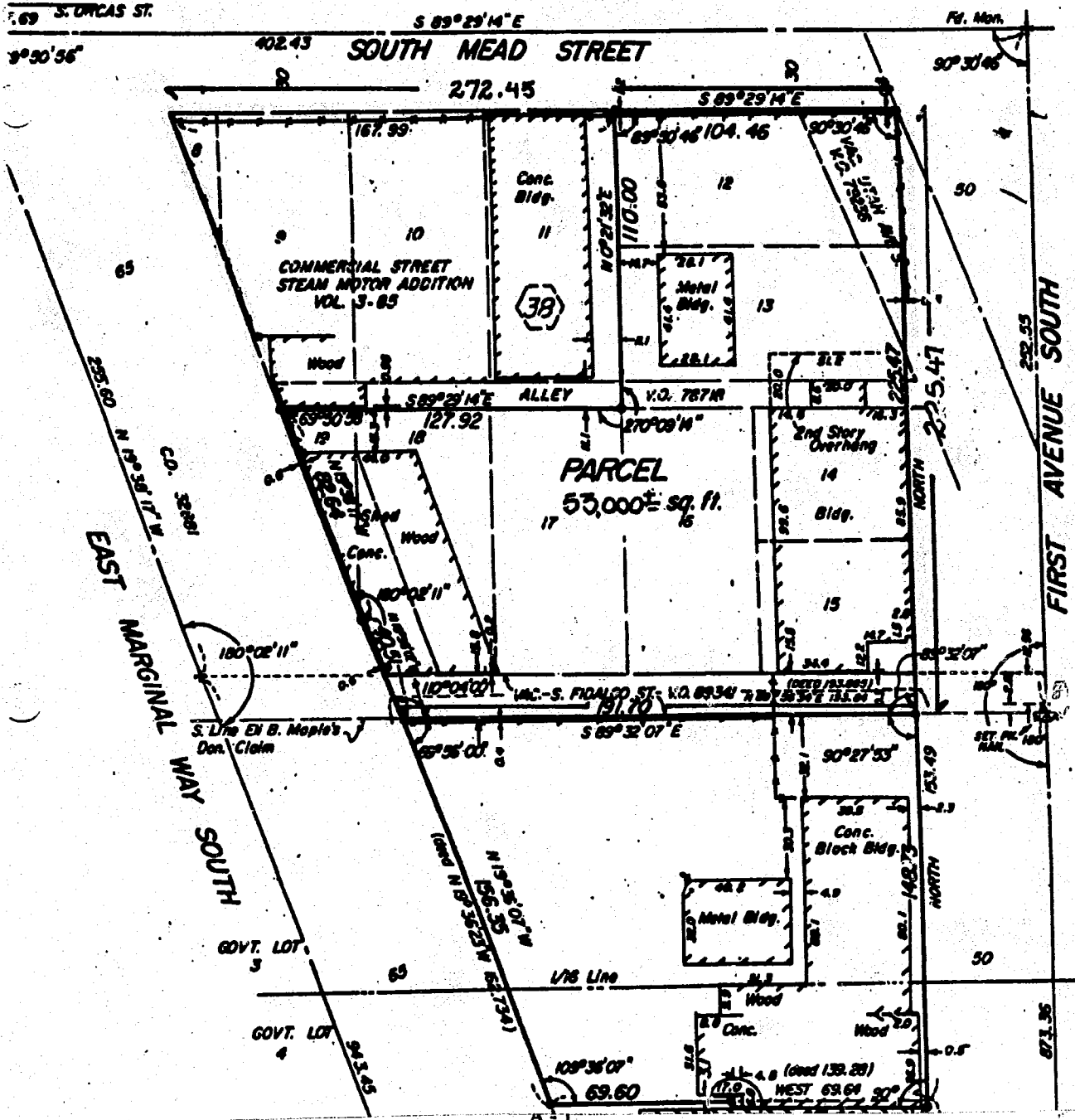
19. **INVALIDITY OF PROVISIONS.** Should any term, provision, condition or other portion of this lease be held to be inoperative, invalid or void, the same shall not affect any other term, provision, condition or other portion of this lease; and the remainder of this lease shall be effective as if such term, provision, condition or portion had not been contained herein.



ATTACHMENT 1

EXHIBIT A
TO
LEASE AGREEMENT

Outline of Premises



ATTACHMENT 1

**EXHIBIT B
TO
LEASE AGREEMENT**

Legal Description

Lots 8, 9, 10 and 11, Block 38 Commercial Street Steam Motor Addition to the City of Seattle, according to plat recorded in Volume 3 of Plats, page 85, records to King County, Washington;

Together with that portion of vacated alley adjoining Lots 9, 10 and 11 on the South, lying East of East Marginal Way, North line of Lots 17, 18 and 19, Block 38 and West of the East line of said Lot 11 produced South;

Except those portions of Lots 8 and 9 condemned on King County Superior Court Case No. 102874 fir East Marginal Way as provided by Ordinance No. 32881 of the City of Seattle.

Exhibit C

Option to Extend Lease

Option to Extend: Lessee shall have one option to extend the Lease Term for an additional seven (7) years, subject to all of the terms, covenants and conditions of this Lease. To be effective, Lessee must give Lessor written notice of Lessee's election to extend the Lease Term not less than ninety (90) days prior to the expiration of the then existing Lease Term. Lessee's right to extend the Lease Term shall be conditioned upon there being no default by Lessee in the observance or performance of any of the terms, covenants and conditions of this Lease either at the time of the exercise of the option or on the expiration of the then existing Lease Term.



FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Seattle Public Utilities	Audrey Hansen 4-5877	Barbara Gangwer 5-0768

Legislation Title: AN ORDINANCE relating to the water system of Seattle Public Utilities; authorizing Seattle Public Utilities to execute a lease agreement with Georgetown L.L.C. for the property known as 5821 First Avenue South, Seattle, Washington.

• **Summary of the Legislation:**

This legislation authorizes the Seattle Public Utilities (SPU) to enter into a lease agreement for ground located at 5821 First Avenue South, Seattle, WA for its south end spoils yard.

- **Background:** *(Include brief description of the purpose and context of legislation and include record of previous legislation and funding history, if applicable):*

Seattle Public Utilities' spoils yard is currently located east of Fire Station 27 on S. Myrtle Street, which is owned by the City's Fleets and Facilities Department. The property is not suitable for permanent spoils yard operations. Some of the problems at the current site include its size (it is one-half of the required space for spoils storage and processing), there is no room for a wash rack for vehicles before they return to the street, it is adjacent to Boeing airplane operations, which has complained about debris on its property that is detrimental to airplanes, it lacks a connection to the sewer system, and all waste goes into a pit that must be drawn out by a vac truck and decanted elsewhere.

Seattle Public Utilities evaluated many properties in the south end of the city, near its Operations Control Center, for use as a spoils yard and no other available City, State, Port, or privately owned property will meet the operational requirements for a safe and efficient south end spoils yard. Properties both for sale and for lease were evaluated.

SPU has negotiated a seven-year lease at 5821 First Avenue South. The proposed site is suitable for a spoils storage area and is in a location convenient for spoils operations. The Seattle Municipal Code requires that leases for periods greater than five years be approved by City Council, as is the case for this lease.

Lease terms:

The commencement date for the lease is 30 days after the Mayor's signature on the authorizing ordinance. The initial lease term is seven years, with an option to end the lease after five years



Audrey Hansen
November 10, 2005,
SPU Lease for 5821 First Ave South
Version 2

with a penalty fee of three months' rent. The proposed cost for rent is \$15,000 per month plus "triple net" (\$3.40 per square foot) for the first three years, increasing every other year after the first three years. The costs of "triple net" includes those of property taxes, insurance and utility services. The annual cost of the lease with taxes and insurance is \$198,000. An additional \$300,000 of one-time expenses would be incurred in 2006 for installation of lights, gates, and fencing.

- Please check one of the following:

X **This legislation does not have any financial implications.** (Stop here and delete the remainder of this document prior to saving and printing.)

 This legislation has financial implications. (Please complete all relevant sections that follow.)

Although the legislation authorizing SPU to enter into a lease agreement does not directly require budget revisions, SPU will request additional appropriations in 2006 to fund the lease payments and some capital fixes for the property noted under the lease term section above. Please see the table below for the appropriations requests SPU intends to submit for Council decision in 2006.

Fund Name and Number	Department	Budget Control Level*	2005 Appropriation	2006 Anticipated Requested Appropriation
Water 43000	SPU	Other Operating		\$198,000
Water 43000	SPU	Infrastructure		\$300,000
TOTAL				\$498,000

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STATE OF WASHINGTON - KING COUNTY

--SS.

194276
CITY OF SEATTLE, CLERKS OFFICE

No. TITLE ONLY

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

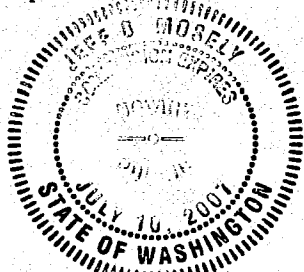
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:122016-019 & 122021

was published on

02/01/06

The amount of the fee charged for the foregoing publication is the sum of \$ 92.05, which amount has been paid in full.



Affidavit of Publication

Subscribed and sworn to before me on

02/01/06

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on January 17, 2006, and published here by title only, will be mailed upon request, or can be accessed electronically at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 122021

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

ORDINANCE NO. 122019

AN ORDINANCE relating to Seattle Public Utilities; authorizing Seattle Public Utilities to execute a lease agreement with Georgetown L.L.C. for the property known as 5821 First Avenue South, Seattle, Washington.

ORDINANCE NO. 122018

AN ORDINANCE relating to stormwater treatment for redevelopment at Rainier Vista and New Holly Phase III; authorizing Seattle Public Utilities to enter into an Memorandum of Agreement with Seattle Housing Authority regarding voluntary contribution for such treatment facilities and providing for the receipt of such contribution.

ORDINANCE NO. 122017

AN ORDINANCE relating to the disposition of two City urban renewal properties in the Yesler-Atlantic Redevelopment Project Area; adopting new competitive bidding procedures for disposition of such land; authorizing the Director of the Office of Housing to dispose of the property designated Parcel 7B and Parcel 66 in the project area; designating the disposition of sales proceeds; and ratifying and confirming prior actions.

ORDINANCE NO. 122016

AN ORDINANCE providing for the acquisition by negotiation or by condemnation of land and other property rights at the location commonly known as 4004 N. E. 55th Street and 5508 40th Avenue N.E., in Section 10, Township 25 North, Range 4 East, Willamette Meridian, According to the Plat thereof, Recorded in Volume 19 of Plats, Page 42, in King County, Washington, for general municipal purposes including, but not limited to, the relocation of Fire Station #38.

Publication ordered by JUDITH PIPPIN,
City Clerk

Date of publication in the Seattle Daily
Journal of Commerce, February 1, 2006.

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